

## APPENDIX D TO DIR CONTRACT NO. DIR-SDD-2507 QUEST SOFTWARE LICENSE AGREEMENT

Appendix D to DIR Contract No. DIR-SDD-2507 (Agreement) is made and entered into between Crowe Horwath LLP and State of Texas Department Of information Resources. The Quest Software License Agreement in this Appendix D is between the DIR Customer and Gottlieb & Wertz, an Indiana corporation with its principal office at 12821 E. New Market St., Suite 308, Carmel, IN 46032 ("G&W"). This Agreement shall be executed by both Gottlieb & Wertz, Inc. and DIR Customer in accordance with DIR Contract No. DIR-SDD-2507.

WHEREAS, G&W is the owner of a computer program ("QUEST") and database design used therewith and the copyright thereof and is also the owner of trade secret and confidential information relating to QUEST including, inter alla, the compiled source code, the database design, screen displays, screen prints, and system documentation ("INFORMATION");

WHEREAS, CUSTOMER is desirous of obtaining access to the INFORMATION for use thereof in connection with automation projects for the benefit of the CUSTOMER;

NOW THEREFORE, in consideration of the premises and the promises exchanged herein, it is hereby agreed that:

1. **DELIVERY.** G&W will promptly deliver and/or make available to the CUSTOMER said INFORMATION upon execution of this contract by the CUSTOMER.
2. **PAYMENT.** Payment shall be in accordance with Appendix A, Section 7.B and Section 7.C of DIR Contract No. DIR-SDD-2507 payable to Crowe Horwath LLP. Additional concurrent sessions can be added throughout the term of DIR Contract No. DIR-SDD-2507 in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2507.
3. **GRANT OF LICENSE.** The CUSTOMER is granted a non-exclusive license to the INFORMATION for use on a single computer. The INFORMATION is in "use" when it is installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of that computer. However, installation on a "hot sight" computer for purpose of disaster recovery shall not constitute "use" for which a separate license is required. This License Agreement permits the purchased number of sessions to concurrently access the INFORMATION.
4. **CONFIDENTIALITY.** The CUSTOMER shall use the INFORMATION only for the purposes stated in paragraph 3 above, shall restrict disclosure of the INFORMATION to their employees with a need to know, shall advise such employees of the obligations assumed and shall not disclose such INFORMATION to any outside party without the prior written approval of G&W.
5. **COPYRIGHT.** The INFORMATION, including all copyright rights therein, is owned by G&W and is protected by United States copyright laws and international treaty provisions. The CUSTOMER is granted the right to enhance and modify the INFORMATION.

6. **OTHER RESTRICTIONS.** The CUSTOMER may not reverse engineer, rent, lease, sub-license or transfer the INFORMATION or derivatives thereof. Additionally, the present non-exclusive license from G&W to the CUSTOMER is non-transferable.
7. **MAINTENANCE.** Annual Maintenance shall be provided by G&W in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2507. This fee is payable to Crowe Horwath LLP at the beginning of each year and will provide for telephone support, "bug" fixes, and software upgrades. Maintenance fees are waived for the first year QUEST is licensed. **If the CUSTOMER chooses NOT to purchase maintenance, and later decides to purchase maintenance, the CUSTOMER will be billed for the intervening time it wasn't on maintenance.**
8. **WARRANTY. G&W MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. G&W IS NOT RESPONSIBLE FOR THE CONTENT OF THE INFORMATION OR ACCESS TO INFORMATION STORED WITHIN QUEST.** In no event shall G&W have any obligation or liability for damages, whether direct, incidental, consequential or of any other nature whatsoever, even if G&W has been advised of the possibility of such damages.

In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2507, the Terms of DIR Contract No. DIR-SDD-2507 shall take precedence.

GOTTLIEB & WERTZ, INC.

CUSTOMER

\_\_\_\_\_ (authorized signature) \_\_\_\_\_

\_\_\_\_\_ (name printed) \_\_\_\_\_

\_\_\_\_\_ (title) \_\_\_\_\_

\_\_\_\_\_ (date) \_\_\_\_\_